



REQUEST FOR QUOTE (INFORMAL)

Construction

R16- 080MZ

Date issued: May 19, 2016

ASBESTOS ABATEMENT AND DEMOLITION OF BUILDINGS/PROPERTY AT 1832 MT. WASHINGTON

THE CITY OF COLORADO SPRINGS

Fully or partially funded by federal grant

SECTION INDEX

SECTION I	RFQ INFORMATION
SECTION II	SPECIAL PROVISIONS
SECTION III	DEMOLITION GENERAL PROVISIONS
SECTION IV	EXHIBITS
SECTION V	SCHEDULES

SECTION I – RFQ INFORMATION

Request for Quote (RFQ) – Asbestos Abatement and Demolition of Buildings/Property at 1832 Mt. Washington

Date Issued: May 19, 2016
Project #: R16-063 MZ

QUOTES DUE: June 16, 2016 BY 2:00PM

(E-MAIL, OR DELIVERED QUOTES ACCEPTED)

Please provide a quote for Asbestos Abatement and Demolition of Buildings/Property at 1832 Mt. Washington. Final specifications, options and other details will be mutually negotiated between the City and the selected contractor.

If there are exceptions taken to any of the terms, conditions, or specifications listed in the attachments to this RFQ, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your submission.

SUBMIT THIS PAGE ALONG WITH YOUR QUOTE

The City of Colorado Springs intends to award an agreement resulting from this solicitation to the lowest, responsive, responsible respondent, whose quote, conforming to the Request for Quote, will be most advantageous to, and in the best interest of, the City of Colorado Springs, cost or price and other factors considered. The City reserves the right to reject any or all quotes and to waive informalities and/or irregularities in the quote.

DATE OF QUOTE: _____ PHONE: _____

COMPANY: _____

SIGNATURE: _____

PRINTED NAME & TITLE: _____

E-MAIL ADDRESS: _____

QUOTE TERM: _____

CONTACT

Michael Zeller
Contracts Specialist
30 S. Nevada Ave Suite 201
Colorado Springs, CO 80903
(719) 385-5264
mzeller@springsgov.com

If submitting via email, please request to confirm receipt if you do not received acknowledgement of receipt.

SECTION II – SPECIAL PROVISIONS

It is the intent of these Special Provisions to establish minimum Terms and Conditions for small construction type projects under \$100,000.00

2.0 TERMS AND CONDITIONS

The Standard Specifications for this project shall be the “**CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS STANDARD SPECIFICATIONS**”, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety. The City of Colorado Springs Engineering Divisions Standards contains all of the Terms and Conditions that are applicable. It is the responsibility of each contractor to ensure they have a copy of the above mentioned standard specifications and understand the requirements therein. The document may be downloaded from the City website. Listed below are the special provisions of the aforementioned specifications. These terms and conditions shall be part of the resultant contract.

2.1 CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its subcontractors, and all reports, recommendations, drawings, documents, and data shall be treated by the Contractor and its subcontractors as confidential. The Contractor and its subcontractors must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from the City.

2.2 INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City.

2.3 APPROPRIATION OF FUNDS

In the event funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this solicitation or appropriated funds may not be expended

due the City Charter spending limitations, then the City may terminate this solicitation or award of this solicitation without compensation to Offerors. In accord with the City Charter, performance of the City's obligations under any resultant Agreement or Contract is expressly subject to appropriations of funds by the City Council or receipt of Federal Grant Funds, and the City may terminate that Agreement or Contract without compensation to the Offeror.

2.4 CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, and State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

2.5 PROVISIONS AND SPECIFICATIONS

This document may contain additional General Provisions, Special Provisions, Standard Specifications, and Drawings, which are attached and/or included as part of this solicitation and are incorporated by reference.

2.6 PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **60 Calendar Days** after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. For each calendar day that nay work shall remain incomplete after the end of the Contract period, the amounts designated below will be assessed, not as a penalty but as a predetermined and agreed liquidated damage. The Contractor shall not be assessed with liquidated damages nor the cost of Engineering and Inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay to notify the Project Manager in writing of the causes of such delay, who shall ascertain the facts and the extent of delay, and findings of the facts thereon shall be final and conclusive.

Original Contract Amount	Damages Per Day
Less than \$50,000.00	\$300.00
\$50,000.00 - \$100,000.00	\$500.00

2.7 LICENSES AND PERMITS

Offerors must qualify for all licenses and permits required before commencing work.

2.8 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/cat/government/tax-information/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

2.9 SOURCE OF GRANT FUNDS

This project is supported by grant MG4145077076, issued by the Division of Homeland Security and Emergency Management.

SECTION III – DEMOLITION GENERAL PROVISIONS

3.0 CITY CODE COMPLIANCE

This contract is to be carried out in accordance with Chapter 16 – Building, Article 5 – Dangerous Building Code of the City of Colorado Springs, 1980, as amended. The City Engineering Division will handle contract administration.

3.1 WORK INVOLVED

Demolition includes the abatement of all asbestos and lead paint, removal of all structures, vegetation, walls, fences, landscaping, trash, and debris from the site. Concrete footers and walls shall be completely removed and filled with soil to the grade of the property immediately adjacent to the structure. Backfill with a suitable material compacted to a minimum of 90% modified proctor or 95% standard proctor and shape to permit drainage. The selected contractor must place sufficient effort to seed, vegetate, and restore disturbed areas.

The contents of the items on site shall be properly disposed of, in accordance with State and County regulations, shall be removed and disposed of properly off site as part of this RFQ. The approved disposal locations for all friable and non-friable asbestos are shown below:

Waste Management Midway Landfill Contact: Steve Eivins Facility: 719-382-8383 Cell: 719-243-0881	Fountain, CO	Industrial waste, special waste, non-friable and friable asbestos	Landfill	Current
Waste Management DADS Contact: Steve Derus Facility: 720-876-2622	Aurora, CO	Friable and non- friable asbestos containing materials	Landfill Monocell	Current Backup

The selected Contractor will be responsible to properly terminate all utilities associated within the property. The water, gas, and electric service lines should be moved to the property line. The sanitary sewer service line shall be removed and capped at the property line or as directed by Colorado Springs Utilities Inspector. The selected Contractor will be responsible to properly terminate all utilities full coordination and cooperation with Colorado Springs Utilities in accordance with CSU standards. No utilities or utility taps will be reused for future development of the site.

Site erosion control and final restoration and vegetation after removal of all structures following section 900 of the City Standard Specifications.

The lump sum per location shall include removal of all outside structures including but not limited to sheds, landscaping, pavement, fencing, light pole foundations, vegetation, driveways, and stairways. Special care shall be utilized when removing portions of fence adjoining the adjacent property.

3.2 SAFETY AND PROTECTION

The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury, or loss to:

- All employees on the job site and other persons who may be affected thereby
- All of the job site and the material and equipment to be incorporated therein, whether in storage on or off the job site

The design features and configuration of all equipment and facilities provided under this Contract shall fully conform to all applicable safety and/or health statuses.

The contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54; U.S.C. 33) and under William-Steiger Occupational Safety and Health Act (OSHA) of 1970 (PL 91-596; U/S/C/ 65, 657); and with any Federal, State, or Municipal safety laws or building codes which supplement or extend said regulations. The contractor shall comply with the "State of Colorado Industrial Commissions Rules and Regulations governing Trenches and Excavations" and the "City of Colorado Springs Barricading and Detour Manual" insofar as applicable. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in conflict with applicable laws.

The contractor shall designate a responsible member of its organization on the site whose duty shall be the enforcement of safety and health regulations. The name of such individual shall be posted in a conspicuous location.

Without limiting the contractor's full responsibility for the safety of the work, the contractor shall comply with and enforce all directives of the Project Manager or City Safety Director concerning site safety and security. If the Project Manager or City Safety Director, or their designated representatives become aware of failure to comply with applicable safety or health regulations, the Project Manager or City Safety Director or their designated representative may inform the contractor

of the situation. The contractor then shall take immediate steps to remedy non-compliance.

3.3 ORDINANCES AND LEGAL REQUIREMENTS

The contractor shall conduct their work to conform to all municipal, state, and national regulations affecting said work. All requirements affecting loading, hoisting, etc. shall be strictly adhered to.

The contractor shall do all work in such a manner as to comply with all City ordinances, and laws of the City, County, State, and Nation as apply to the work outlined in this RFQ. The contractor shall also obtain all necessary licenses and permits prior to starting work, pay any other fees required, and keep necessary records as required.

Licenses and permits shall include, but not limited to, a **Class A or Class B wrecking contractor's license**, as applicable, and a **wrecking permit** for each property. The Pikes Peak Regional Building Department, 2880 International Circle, Colorado Springs, CO 80910 issues wrecking licenses and permits.

3.4 WORK AUTHORIZATION

The contractor will be authorized to proceed with the work after execution of the Contract by the City, submittal and approval of the required certificates of insurance, and obtaining the wrecking permit. In addition, the contractor is required to contact the Project Manager to arrange for a site meeting at start of the work.

3.5 WORK COMPLETION

All work shall be completed no later than September 1, 2016.

3.6 FINAL INSPECTION

Upon completion of the work, the contractor shall notify the Project Manager for a final inspection.

3.7 CONTRACT CANCELLATION

The City may cancel all, or a portion of the Contract at any time prior to start of work, upon notification to the contractor. The City will not be responsible for any alleged expenses or damages.

3.8 ASBESTOS ABATEMENT SERVICES

In accordance to the asbestos surveys and analytical results contained in the Terracon Environmental Scientists and Engineers, LLC (Terracon) asbestos surveys, asbestos abatement activities shall be performed by a state certified General Abatement Contractor (GAC) selected from the approved contractor list provided below, or by a GAC approved by CSU Environmental prior to the RFQ due date. CSU may approve additional certified General Abatement Contractors on a project by project basis. Please contact the Contracting Specialist:

Michael Zeller
mzeller@springsgov.com

The following listed contractors are on the CSU Environmental approved list:

Contract # <u>2012-11078</u>	Innovaar Environmental
Phone # 719-492-0442	Contact: Shan Renville

Contract # <u>2012-11079</u>	Environmental Abatement, Southwest
Phone # 719-570-9676	Contact: Jim Rimsza

Contract # <u>2012-11077</u>	Belefor Environmental
Phone # 719-447-0888	Contact: Varies

Contract # <u>2012-11080</u>	Colorado Hazard Control
Phone # 719-547-2785	Contact: Varies

Foothills Environmental Inc. shall operate as the Project Designer, Certified Air Monitoring Specialist and Project Manager in accordance with 5 CCR 1001-10 Part B Section III of Regulation No. 8 and will be responsible for overseeing all abatement project activities and conducting final air clearance monitoring. Terracon will also provide Certified Asbestos Inspector Certification on the Demolition Permit.

GAC must abide by the project design specified by Foothills Environmental Inc. with regard to the proper abatement of the asbestos-containing materials, i.e., Colorado Regulation No. 8, EPA, and OSHA rules and regulations.

GAC shall meet all responsibilities specified in 5 CCR 1001-10 Part B, and ensure that all workers and supervisors are certified in accordance with Section II of Regulation No. 8, Part B.

GAC must ensure all wastes (asbestos-containing and solid) generated by this abatement project are removed from the site upon completion of the project. GAC shall be responsible for ensuring any subcontractors working for the GAC will follow all these requirements.

GAC shall be responsible for providing any required utilities (electric, water) to perform abatement activities.

It is the responsibility of the GAC to determine current waste handling, transportation, and disposal regulations for the landfill used. GAC must comply fully with these regulations and all US Department of Transportation (DOT) regulations (including DOT labeling of trucks), and CDPHE/US Environmental Protection Agency (EPA) requirements. Labels and all necessary signs shall be in accordance with EPA and OSHA standards.

Foothills Environmental Inc. shall provide immediate notification to Colorado Springs Utilities Environmental Services Department in the event of any offsite release prior to any required agency notifications.

At the completion of the project, Foothills Environmental Inc. shall obtain and submit copies of all signed and returned manifests, permits, sampling results and applicable notifications to CSU as well as the City Engineer's Office.

SECTION IV – EXHIBITS

EXHIBITS

Exhibit 1	Exceptions
Exhibit 2	Minimum Insurance Requirements
Exhibit 3	Notification of Utilities

EXHIBIT 1 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 2 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions, or Standard Specifications.

1.	X	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
3.	X	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and contractors protective endorsements.
4.		<p>Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.</p> <ul style="list-style-type: none"> a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy. b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.
5.		<p>Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.</p> <ul style="list-style-type: none"> a. The policy shall provide a waiver of subrogation. b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form. c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
6.		Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
7.	X	<p>Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.</p>

8.	X	Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
9.	X	Pollution Legal Liability Insurance for limits of not less than \$1,000,000 for sudden and accidental incidents including on-site clean-up for new conditions, third party liability for bodily injury and property damage at on-site and off-site locations, and third party clean-up for new and pre-existing conditions.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)

EXHIBIT 3 – NOTIFICATION OF UTILITIES

General Information

It is the responsibility of the Contractor to notify all applicable utilities (including, but not limited to Colorado Springs Utilities) for utility locations at least two business days or twenty-four hours prior to commencing any work. Should any street be closed off for any amount of time, the Contractor must notify the Traffic Department. See the City of Colorado Springs Standard Specifications General Provisions for more information regarding utilities.

The City of Colorado Springs Standard Specifications and General Provisions indicated on the RFP for this project are included by reference. The above document may be reviewed or purchased at the City Administration Building, Engineering Division, at 30 South Nevada, Suite 403, Colorado Springs, Colorado, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, except holidays.

Telephone References

- | | |
|---|----------------|
| 1. Utility Notification Center of Colorado | 1-800-922-1987 |
| 2. Colorado Springs Utilities Electric | (719) 448-4811 |
| 3. Colorado Springs Utilities Water, Wastewater | (719) 448-4200 |
| 4. Traffic Department | (719) 385-5908 |
| 5. Colorado Springs Utilities Gas Emergencies | (719) 520-0100 |
| 6. Cable Television | (719) 633-6616 |
| 7. Telephone | 1-800-954-0211 |

Standard Utility Color Code

- | | |
|------------------|--------|
| 1. Natural Gas - | Yellow |
| 2. Electric - | Red |
| 3. Water - | Blue |
| 4. Wastewater - | Green |

Contractor Responsibilities

1. Contact Colorado Springs Utilities, and/or other applicable utilities company or provider, at least twenty four hours prior to starting the project so that our service inspector can make contact on the job site.
2. All replacement taps will have to be coordinated and notification must be given to Colorado Springs Utilities twenty four hours prior to scheduling.
3. Any water interruption to properties involved must be notified at least twenty-four hours prior to shut down and coordinated with a service inspector.
4. If in the event a property or business is involved that cannot be without water the Contractor will be responsible for keeping them in water while the shutdown is in effect.
5. If for any reason when water is restored after the shutdown that a property has no water and Colorado Springs Utilities is contacted to determine the problem, the Contractor will be responsible for digging, regardless of the time of day to restore service. Contractor must provide Colorado Springs Utilities with a name and telephone number of an after hours contact in case of emergency.
6. All services which would be replaced will have to meet our water specifications and be approved by the Water service inspector.
7. All materials pertaining to lowering or replacing water service lines, regardless of size, will be the responsibility of the Contractor unless otherwise specified in Engineering

Specifications and Plans.

8. If for any reason it would not be feasible to shut down and notify affected properties, it would be the responsibility of the Contractor to provide temporary water for the houses or businesses involved.

Pre-excavation Checklist

1. Indicate all gas and other utility lines a set of construction plans.
2. Notify City of Colorado Springs Underground Utility Line Locators at least two business days in advance at the division numbers listed above.
3. Utilities locations should be marked on the ground by City Locators.
4. All employees should be briefed on the marking and the standard utility color codes.
5. Employees should be trained on excavation and safety procedures for natural gas lines.
6. When excavation approaches gas lines, employees should expose lines by careful hand digging and probing.
7. Contact the City Forester for any tree protection requirements that may be included on contract specifications

SECTION V

SCHEDULES

- Schedule A Price Sheet
- Schedule B Clauses for Contracts Subject to Federal Requirements
- Schedule C Insurance Requirements

SCHEDULE A – PRICE SHEET

Description	Unit	Total Price
Provide all labor, materials, equipment, tools, supplies and services required to: <u>Building/Property at 1832 Mt. Washington, Colorado Springs, CO is to be demolished pursuant to order from Pikes Peak Regional Building Department</u>	1 Job Lump Sum	\$ _____

Supplemental Notes:

1. A public opening **WILL NOT** be held for this informal RFQ. However, results will be made available to all interested parties.
2. The City reserves the right to reject any or all quotes, to waive formalities, or irregularities and to award in whole or part, if it deems it to be in the best interest of the City of Colorado Springs.

COMPANY: _____

BUSINESS ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ **DATE:** _____

EMAIL ADDRESS: _____

SCHEDULE B – CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS

B.1 DISPUTES

B.1.1 All administrative and contractual disputes arising from or related to this Contract, which are not resolved by mutual agreement, may be decided by recourse to an action at law or in equity in accordance with subparagraph b) of this provision. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City of Colorado Springs Procurement Services Representative. For purposes of this Contract, termination for convenience shall not be deemed a dispute.

B.1.2 The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

B.2 TERMINATION

B.2.1 The City may terminate this Contract in whole or, from time to time, in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations.

The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:

- A). immediately discontinue all services affected (unless the notice directs otherwise), and
- B). Deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

B.2.2 If the termination is for the convenience of the City, the City's delegated representative shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs

incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

B.2.3 If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the City. Prior to issuing a Termination for failure to fulfill the contract obligations, the City will issue a Notice to Cure allowing the Contractor ten (10) calendar days to prepare a plan to correct whatever failures are causing the contract obligation failure (s).

B.2.4 If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

B.2.5 Disputes under this clause shall be governed by the provisions of the Disputes Clause of this Contract, under Article 1 of this Exhibit. The parties agree that termination for convenience is not a dispute for purposes of this Contract.

B.2.6 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Contract

B.3 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. *Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

I. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

J. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

K. *Adaptation of language.* Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

B.4 EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFO

B.4.1 *Requirements for prime contractors and subcontractors.*

Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.

Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

B.4.2 *Requirements for bidders or prospective contractors—*

Certification of compliance with Part 60-2: Affirmative Action Programs. Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Additional information. A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

B.4.3 Use of reports. Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

B.5 RESERVED

B.6 CONTRACT WORK HOURS AND SAFETY STANDARDS (from FAR 52.222-4)

The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

The term "Government" herein shall refer to the City of Colorado Springs and any interested federal or state entity.

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion.

The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

B.7 CLEAN AIR ACT

By signing this Contract, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Further, the Contractor agrees to include this clause in all subcontracts in excess of \$150,000.

B.8 DEBARMENT AND SUSPENSION

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and Have not within a three-year period preceding this application/proposal had one or more public transactions(Federal, State, or local) terminated for cause or default.

B.9 BYRD ANTI-LOBBYING AMENDMENT

By signing this Contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Contractor certifies that it has not engaged in lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

B.10 SMALL BUSINESS REQUIREMENTS

The Contractor must take all necessary affirmative steps to assure those minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

B.11 PROCUREMENT OF RECOVERED MATERIALS

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SCHEDULE C – INSURANCE REQUIREMENTS

F.1 Contractor's Insurance

For the duration of the Contract, Contractor shall, at his own expense, procure and maintain insurance and shall require all subcontractors of all tiers to provide and maintain insurance of the type and in the limits as set forth below, on all operations, in companies authorized to do business in the State of Colorado and rated by A.M. Best's Rating as A:VIII or better, or in companies acceptable to City of Colorado Springs, as follows:

(a) Workers' Compensation and Employer's Liability Insurance.

Workers' Compensation insurance shall be provided as required by an applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than \$500,000 each accident for bodily injury by accident, \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. The Contractor shall require each subcontractor similarly to maintain Workers' Compensation and Employer Liability insurance.

(b) General Liability Insurance.

Commercial General Liability insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Premises and operations liability;
 - (2) products liability
 - (3) completed operations liability shall be provided for two years following substantial completion of the work;
 - (4) Contractual liability insuring the obligations assumed by Contractor in this agreement;
 - (5) property in the care, custody and control of the Contractor;
 - (6) X.C.U. Coverage – If the Contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include coverage commonly referred to as X.C.U. for explosion, collapse and underground hazards.
 - (7) personal injury liability; and
 - (8) railroad liability within 50' of railroad, if working within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass or crossing.

Except with respect to bodily injury and property damage included within the products and completed operations, the aggregate limits, where applicable, shall apply separately to Contractor's work under this Contract.

The limits of liability shall not be less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for Personal Injury Liability
- \$2,000,000 Aggregate for Products-Completed Operation
- \$2,000,000 General Aggregate

(c) Automobile Liability Insurance.

The Contractor shall carry Automobile Liability Insurance (Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 Combined Single Limit for each accident. Contractor's Automobile Liability insurance policy shall include coverage for Automobile Contractual Liability.

(d) Professional Liability.

If the agreement requires any work for professional services, Contractor, must carry Professional Liability insurance including errors and omission coverage in an amount not less than \$1,000,000 per occurrence or claims made and aggregate.

(e) Pollution Liability.

In the event the Services involve any excavation, subsurface, underground, or dewatering work, Contractor must carry at all times during the term of this Agreement, and for twenty-four (24) months following termination of this Agreement, a Pollution Liability policy with limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

(f) Umbrella/Excess Liability.

- (1) In the event the value of this Agreement is \$50,000 or more, Contractor shall maintain umbrella/excess liability insurance in an amount of not less than \$1,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages."
- (2) In the event the value of this Agreement exceeds \$50,000, Contractor shall maintain umbrella/excess liability insurance in an amount of not less than \$5,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages." Subcontractors shall be required to maintain umbrella/excess liability insurance limits of at least \$1,000,000.

(g) Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be declared to the City. Any and all deductibles or self-insurance retentions in the foregoing insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor and its subcontractors.

Contractor shall verify its subcontractors' compliance with the requirements of sections (a) through (g), and cause their certificates of insurance to be provided to Contractor, and upon request, to be made available to the City.

On all policies except for Workers' Compensation and Employer's Liability, and Professional Liability, the certificates shall also contain a specific endorsement adding the City as additional insured's, as well as specifically stating that all coverage furnished by Contractor is primary, and that any insurance held by the City is excess and non-contributory. Certificates of insurance shall be furnished by Contractor to the City before any Services are commenced hereunder by Contractor. The certificates of insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to the City except for 10 days' notice with respect to non-payment of premium. If Contractor does not comply with this section, the City may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement. Alternatively, the City may, at its option, provide insurance coverage to protect the City and charge Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall not limit or relieve the Contractor of the duties and responsibilities assumed by it under this Contract.

The insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as the Contract may determine is necessary.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by Contractor pursuant to this agreement, including but not limited to the provisions concerning indemnification.

The City reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

F.2 Builder's Risk Insurance

The Contractor shall purchase and maintain Builder's Risk Insurance in the amount of the initial Contract price, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles.

(a) Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

(b) If City purchases Builder's Risk Insurance, the insurance will not include coverage for tools or clothing of workers, or tools, equipment, protective fencing, scaffolding, temporary structure, bracing, or forms owned, rented, or used by the Contractor, its subcontractors, or uninsured parties and used in the performance of the work, unless such items are specifically identified in the contract and their values declared under the builder's risk insurance policy.

(c) The City, its elected officials, officers, representatives, agents, employees, and consultants rendering services at the Project site will not be liable or responsible for loss or damage to the items excluded under the Builder's Risk coverage, and the Contractor shall indemnify and hold harmless the City, its elected officials, officers, representatives, agents, employees, its consultants rendering services at the Project site, other Project contractors, and their subcontractors from claims or causes of action brought by any person or parties as a result of loss or damage to such excluded items.

(d) The Builder's Risk policy will be endorsed waiving the carrier's rights of recovery under subrogation against the City, its elected officials, officers, representatives, agents, employees, and consultants rendering services at the Project site and the Contractor.

(e) The Contractor shall be liable for a deductible not to exceed \$10,000 for each occurrence insured under the coverage.

F.3 The insurance coverage required within this entire subsection shall not minimize, limit, nor eliminate the Contractor's responsibility for any uninsured or uncovered claims, losses, or expenses occurring during or after completion of construction of this Project.

F.4 The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by Contractor pursuant to this Contract, including but not limited to the provisions concerning indemnification.

F.5 The City reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.